IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CIVIL JURISDICTION

FIRST APPEAL NO.3 OF 1996

The Oriental Fire & General Insurance
Co.Ltd., L.I.C. Building, Amrai Road,
Sangli, through the Manager, B.R.D.II,
Oriental Insurance Co.Ltd.,
7, J. Tata Road, Bombay 400 020. Appellants
(Orig.R.No.6)

vs.

1. Shri Yellappa s/o.Ningappa
Kamble, Age 35 years,
occ: Coolie, R/o.Muchandi,
Tq. Jath, Dist.Sangli.

2. Shri Siddappa s/o.Ningappa
Kamble, Age 30 years, Occ:
Coolie, R/o. Muchandi,
Tq.Jath, Dist.Sangli.
(Original Petitioners 1 & 2)

3. Shri Mallangauda s/o.Basangauda
Patil, Age; Major,
Occu: Business & owner of tempo
No.MWE-2047, R/o.Muchandi,
Tq.Jath, Dist.Sangli.

4. Suresh s/o.Anandappa Patil
Age: Major, Occ: Driver of
Tempo No.MWE-2047, R/o.Muchandi,
Tq.Jath.

5. United India Insurance Co.Ltd.
Sangli, Cover Note No.098423.

6. B.N.Loni, Age 55, Occ: Trader,
Owner of Agrl of Bijaragi,
Dist.Bijapur.

7. Dashrath Laxman Olekar,
35, Driver of Avignad, P.O.
Bijaragi, Dist: Bijapur
(Orig.Respondents 1 to 5). Respondents

Mr.N.J.Patil for respondents 3 & 4.

CORAM : ANOOP V. MOHTA,J.

DATED : 18th July, 2007

ORAL JUDGMENT:

Heard the learned counsel for respondents 3 and 4.

2. By the present appeal, the appellant has challenged the order of grant of interim award as contemplated under Section 92-A of the Motor Vehicles Act, 1939 and thereby ordered to pay the amount of Rs.25,000/-. As directed, though the liability fastening the respondents 1, 3, 4 and 6 jointly and severally, original respondent no.6 i.e. the insurer-appellant has challenged the impugned order and not by other respondents.

3. There is no issue of maintainability of such appeal in view of the Supreme Court judgement.

4. The date of accident is 24th May, 1987. The date of impugned order is 4.4.1990. The present appeal is called for hearing today again i.e. on 18.7.2007. In this background of the matter and even otherwise as this amount needs to be adjusted while passing the final award or until such award attain finality. Therefore, there is no point in interfering with the order passed by the Tribunal in question in this matter.

5. Therefore, the present appeal is dismissed by keeping all points open as raised by the appellant in the present appeal, including the right to recover the amount from the owner if case is made out by the appellant (Insurance company) at any final stage of the proceedings.

6. No costs.

[ANOOP V. MOHTA,J.]